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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

AVID LIFE MEDIA, INC., *et al.*,
Plaintiffs,

vs.

INFOSTREAM GROUP, INC., *et al.*,
Defendant,

and Related Counterclaims.

Case No. CV12-09201 DDP (AJWx)
[related to Case No. CV12-09315 DDP
(AJWx)]

**PLAINTIFFS' REPLY IN SUPPORT
OF MOTION FOR
CLARIFICATION OR, IN THE
ALTERNATIVE, FOR
RECONSIDERATION OF THE
COURT'S NOVEMBER 12, 2013
ORDER ON DEFENDANTS'
MOTION TO DISMISS AND
MOTION TO STRIKE;**

Date: December 30, 2013
Time: 10:00 a.m.
Courtroom: 3

[Assigned to the Honorable Dean D.
Pregerson]

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REPLY MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiffs and Counter-Defendants Avid Life Media, Inc. (“Avid Life”), Avid Dating Life, Inc. dba Ashley Madison (“Avid Dating” or “Ashley Madison”), and Established Men, Inc. (“EMI”) (collectively, “Plaintiffs” or “Avid”) respectfully submit this Reply Memorandum of Points and Authorities in support of their Motion for Clarification of the Court’s November 12, 2013 Order on Defendants Infostream Group, Inc. (“Infostream”) and Lead Wey aka Brandon Wade (“Lead Wey”) (collectively, “Defendants”) Motion to Dismiss and Motion to Strike, or in the Alternative, Motion for Reconsideration.

I. INTRODUCTION

In its November 12, 2013 order (the “Order”), after taking under submission Defendants’ motion to dismiss under Rule 12(b)(6) *and* Defendants’ motion to strike under California Code of Civil Procedure Section 425.16 (the “Anti-SLAPP Statute”), the Court dismissed three legal theories from Avid’s complaint--the confidentiality portion of its contract claim, its defamation claim, and its declaratory relief claim. The Order is titled “Order Granting Defendant’s Motion to Dismiss and Motion to Strike In Part and Denying In Part and Granting Plaintiffs’ Motion to Dismiss Fraud Counterclaim,” Docket Entry (“DE”) 98. Notwithstanding the title and concluding sentence, the body of the Order addresses and dismisses the above-mentioned legal theories only in the context of analyzing Defendants’ Rule 12(b)(6) Motion. Further, the Order does not address several threshold issues pre-requisite to applying the Anti-SLAPP Statute. Rather, when it addresses the Anti-SLAPP Motion, it states that, “[e]ven assuming....” the Anti-SLAPP Statute applies, certain claims are still dismissed and others survive. These facts alone justify Avid’s request for clarification of the Order such that its title and concluding sentence are revised to reflect dismissal pursuant to only the Rule 12(b)(6) Motion. For the same reasons, Defendants’ claim that Avid’s request is “masquerading” as a motion for clarification but is really a request for reconsideration is misguided.

1 Indeed, Defendants’ opposition illustrates that their interpretation of the Order
2 as a grant of the Motion to Strike is inconsistent with Ninth Circuit law. The parties
3 agree that the Anti-SLAPP Statute is designed to curb lawsuits that improperly chill
4 constitutionally protected speech. As such, application of the statute depends upon an
5 initial finding that the speech at issue is covered by the statute, which defines the type
6 of speech that is “protected” and also provides a “commercial activity” exception to
7 such speech. The Order does not address whether the speech at issue is protected
8 under the statute, whether the commercial activity exception applies, or whether Avid
9 is entitled to discovery or afforded leave to amend--issues raised in Avid’s opposition
10 to the Anti-SLAPP Motion.

11 Defendants’ entire opposition nevertheless is based on the assertion that the
12 Court *impliedly held* that the speech was protected under the statute, *impliedly held* the
13 commercial activity exception did not apply, *impliedly denied* Avid’s request for
14 discovery on issues raised by the Anti-SLAPP Motion because it was based solely on a
15 Rule 12(b)(6) standard, and *impliedly denied* Avid’s request for leave to amend its
16 complaint to allege facts showing the speech fell within the commercial activity
17 exception. Thus, Defendants’ interpretation of the Order only works if the Court
18 employed a rule of law where a defendant who brings an Anti-SLAPP motion based on
19 a Rule 12(b)(6) standard can deprive the plaintiff of its right to conduct discovery on
20 fact issues relating to the statute’s application or right to amend, even though it did not
21 have an adequate chance to do either. Application of the statute in such a manner
22 conflicts with Ninth Circuit precedent and federal rules of practice. *See Metabolife*
23 *Int’l, Inc. v. Wornick*, 264 F.3d 832, (9th Cir. 2001), and *Verizon Del., Inc. v. Covad*
24 *Comm. Co.*, 377 F.3d 1081 (9th Cir. 2004). The Court likely did not apply the Anti-
25 SLAPP Statute as Defendants propose and therefore clarification of the title and
26 concluding sentence of the Order is warranted.

27 If the Court held that the Anti-SLAPP Statute did apply to bar some or all of the
28 three above-mentioned legal theories, then Avid respectfully requests that the Court

reconsider that decision, because it does not appear that certain material facts relevant to the statute's application were considered.

II. DEFENDANTS' FACTUAL HISTORY IS INACCURATE

Defendants inaccurately argue that, after they "advised Avid that they would be filing a motion to strike pursuant to California's Anti-SLAPP Statute," Avid filed the First Amended Complaint but failed to amend in a manner that addressed the issues Defendants raised. (Opp., 5:8-14.) There is nothing in the record supporting their assertion that, prior to the filing of the First Amended Complaint, Defendants raised the issues that were addressed in Defendants' Anti-SLAPP Motion and upon which Avid now seeks clarification. In fact, Avid successfully amended its complaint to streamline certain issues (removing a defendant to one of the claims) and to clarify certain aspects of its breach of contract claim. (See Docket Entry ("DE") 22.)

III. AVID'S MOTION IS A PROPER MOTION FOR CLARIFICATION

Defendants argue that Avid's motion is not a motion for clarification but is a motion for reconsideration. Defendants then refer to Avid's motion throughout their opposition solely as a motion for reconsideration, ostensibly in an attempt to create the impression that the Local Rule requirements for reconsideration apply to the entire motion. This tactic not only is without basis, but it results in a misguided and vague opposition, because while Avid segregated the bases for each type of relief it requested (clarification or reconsideration) as set forth in its notice and memorandum, Defendants ignore the distinction in Avid's arguments.

As a preliminary matter, Defendants are simply wrong that Avid did not bring a motion for clarification. Even Defendants' definition of "motions for clarification" shows that Avid's Motion for Clarification seeks exactly what such motions are designed to achieve: interpretation from the Court of certain language in the Order and a request for appropriate modification. (Opp. at 6.) Because the body of the Order did not address or rule on certain threshold issues whose determination was necessary to

1 apply the Anti-SLAPP Statute, the Motion seeks clarification with respect to how the
2 title of the Order should be interpreted. (*See, e.g.*, DE 104 at 5.)

3 Contrary to Defendants' argument, the Motion properly invokes Federal Rule of
4 Civil Procedure 60(a), which allows the Court to correct a mistake in an order. (DE
5 104 at 4-7.) Avid of course defers to the Court regarding the intent of the Order and,
6 specifically, the intent and meaning of the title and concluding sentence in the Order in
7 light of the analysis and reasoning in the Order. To support its request for clarification,
8 however, Avid set forth sensible reasons it appears there may have been a mistake in
9 those portions of the Order. (*Id.*) Most importantly, the only aspect of the Order that
10 addressed application of the Anti-SLAPP Statute's protected activity prong, on which
11 Defendants have the burden, was a statement to the effect of "Even assuming [the
12 statute applied, some claims of Avid's are dismissed and others survive]." (DE 98 at
13 17.) It is generally accepted that beginning a sentence in a ruling with "even
14 assuming" suggests no specific finding or holding is being made.

15 In addition, the language in the title and concluding sentence of the Order
16 suggesting a grant of the Anti-SLAPP Motion is inconsistent with the body of the
17 Order. The Order never addresses whether (1) the speech at issue is protected activity
18 under the Anti-SLAPP Statute, (2) the speech at issue in the defamation claim falls
19 under the "commercial activity" exception to the Statute, (3) the "commercial activity"
20 exception involves factual issues such that a Rule 56 standard would apply, or is a
21 question of law such that its determination is based on a Rule 12(b)(6) standard so that
22 any dismissal would be with leave to amend, (4) if a Rule 56 standard applied to the
23 "commercial activity" exception, then whether Avid's Rule 56(d) Request had merit,
24 (5) given that the Court concluded that Avid's breach of contract claim survived in
25 substantial part, whether the Court could grant the Anti-SLAPP Motion with respect to
26 one portion of the breach of contract claim, and (6) whether the Court granted the
27 Anti-SLAPP Motion as to the declaratory relief claim. Because the omission of these
28

1 issues is inconsistent with a grant of the Anti-SLAPP Motion, clarification and
2 correction of a mistake pursuant to Federal Rule of Civil Procedure 60(a) is warranted.

3 Defendants argue that because the language suggesting a grant of the Anti-
4 SLAPP Motion appears in the title and the concluding sentence of the Order, it is
5 “highly improbable” that the Court made a mistake. (Opp., 6:27-7:2.) That assertion
6 does not clarify the Order, however, because such language still is not reconcilable
7 with a grant of the Anti-SLAPP Motion considering the Order only *assumed* the Anti-
8 SLAPP statute applied and did not address the above-mentioned six issues.

9 Defendants also argue that the following language in the body of the Order
10 supports the conclusion that the Anti-SLAPP Motion was granted: “The court does not
11 separately address the arguments raised with respect to Defendants’ anti-SLAPP
12 Special Motion to Strike because the outcome would be the same as under the Rule
13 12(b)(6) analysis.” (Opp., 12-16, citing Order, DE 98, 17:6-9.) Avid does not dispute
14 that, other than the application of the Anti-SLAPP statute’s protected activity prong
15 and commercial activity exception, Infostream’s legal arguments that were in both the
16 Rule 12(b)(6) Motion and the Anti-SLAPP Motion were the same. Notwithstanding,
17 there also were many legal and factual arguments in Avid’s Opposition to the Anti-
18 SLAPP Motion *that were not applicable to Defendants’ Rule 12(b)(6) Motion*, which
19 the Court did not address. Thus, it appears more likely that, when the Court made the
20 above-cited statement, it suggested that for the overlapping arguments, it would not
21 need to repeat its analysis. In fact, the Order acknowledged that the facts and
22 arguments in both motions did not overlap completely, thereby suggesting that the
23 Court declined to address all the arguments on the Anti-SLAPP Motion. (Order, DE
24 98, 17:19-20 (“Here, the facts and arguments at issue in the two motions overlap
25 *almost* completely” (emphasis added).) This interpretation is consistent with the next
26 sentence in the Order, which states that “[e]ven assuming” the Anti-SLAPP Motion
27 applies, certain claims are dismissed and others survive. (*Id.*)

Significantly, as discussed below, Defendants concede that the Order did not make an express finding of any of the above-mentioned six issues in its analysis of the Anti-SLAPP Motion. Defendants also do not dispute that those issues would be highly relevant to the application of the Anti-SLAPP Statute. Thus, the title and concluding sentence in the Order, which suggest the Anti-SLAPP Motion was granted, are inconsistent with the body of the Order. Accordingly, Avid's Motion for Clarification and request for relief are warranted under Federal Rule Civil Procedure 60(a), because it appears the title and concluding sentence of the Order should be modified to reflect the Anti-SLAPP Motion was not granted.

IV. THE TITLE AND BODY OF THE ORDER ARE AMBIGUOUS

In Section II of its opposition, Defendants argue that the title and body of the Order are unambiguous and therefore Avid's Motion should be denied. Defendants begin their argument by repeating what they urged in Section I of their opposition: that the title and concluding sentence of the Order clearly state that the Anti-SLAPP Motion is granted in part. (Opp., 8:7-15.) This argument misses the point. The ambiguity in the Order arises from the fact that the title and concluding sentence suggest a grant of the Anti-SLAPP Motion, but the body of the Order only *assumes* the threshold issue of application of the Anti-SLAPP Statute, and does not analyze, conclude, or actually decide that the Anti-SLAPP Statute applies. Defendants never address this aspect of Avid's Motion for Clarification.

Defendants' citation to *Hilton v. Hallmark Cards*, 599 F.3d 894, 901-02 (9th Cir. 2010), supports granting Avid's Motion for Clarification. Specifically, Defendants state that *Hilton* stands for the proposition that "[N]either the denial nor the grant of an anti-SLAPP motion 'necessarily resolves,' a motion to dismiss regarding the same claim." Indeed, *Hilton* recognized, as the Court did here, that while some issues on a motion to dismiss may overlap with issues on an Anti-SLAPP motion, they do not overlap completely. Thus, the grant of a motion to dismiss does not necessitate the grant of an Anti-SLAPP motion:

1 ...an anti-SLAPP motion requires the court to ask, first, whether
2 the suit arises from the defendant's protected conduct and, second,
3 whether the plaintiff has shown a probability of success on the
4 merits. If the first question is answered in the negative, then the
5 motion must fail, even if the plaintiff states no cognizable claim.
6 Of course, if a plaintiff stated no cognizable claim, then the
7 defendant would be entitled to dismissal under Rule 12(b)(6).
8 Thus, a Rule 12(b)(6) motion to dismiss may succeed where an
9 anti-SLAPP motion to strike would not. *Id.* at 901-02.

10 The body of the Order appears to reflect only that the Court addressed the issues
11 particular to Defendants' Motion to Dismiss; accordingly, the title and concluding
12 sentence are inconsistent and clarification is warranted.

13 Defendants claim that the "plain language" of the Order addressed the issue of
14 "protected activity" and found the Anti-SLAPP Statute applicable when it stated as
15 follows: "Even assuming that all of Avid's claims arise from Infostream's protected
16 activities, Avid has demonstrated a likelihood of prevailing on the contract claim, but
17 not on the defamation, claim for the reasons stated above." (Opp., 9:2-21.) The above
18 statement, however, suggests that the Court declined to make that holding when it used
19 the language "Even assuming..." *See Taylor v. Director, Office of Workers*
20 *Compensation Program*, 201 F.3d 1234 (9th Cir. 2000) (Supreme Court opinion that
21 used the phrase "if we assumed" did not decide the specific issue that followed). In
22 fact, *Hilton* -- relied upon by Defendants, states that "an assumption is not a holding,"
23 *Hilton* at 901, thus reinforcing that when the Order stated "[e]ven assuming" the Anti-
24 SLAPP Motion applies certain claims are dismissed and others survive, it did not hold
25 that claims were being dismissed pursuant to that Motion.

1 **V. THE COURT DID NOT ADDRESS ALL MATERIAL ISSUES ON THE**
2 **ANTI-SLAPP MOTION**

3 In Section III of their opposition, Defendants seem to argue that because the
4 Court addressed Defendants' Motion to Dismiss, it must have addressed all material
5 issues on the Anti-SLAPP Motion. Defendants base this assertion on the
6 unsupportable notion that "...applicable law regarding the separate existence of a
7 motion to strike from a motion to dismiss filed on the same claims negates any
8 argument that the Motion to Strike was denied as moot." (Opp., 10:2-4.) As explained
9 above, *Hilton* explains that a grant of a motion to dismiss **does not** necessitate a grant
10 of an anti-SLAPP motion. Thus, that the Motion to Dismiss was granted here does not
11 require a grant of the Motion to Strike. *Hilton*, 599 F.3d at 901-02.

12 Defendants argue that because the Court acknowledged "that a prerequisite to
13 applying the Anti-SLAPP Statute is finding that the plaintiff's suit arises from some
14 'protected activity'," the Court must have considered that the defamation claim arose
15 from protected activity when it granted Defendants' Anti-SLAPP Motion. (Opp.,
16 10:15-28.) This argument is tautological: Defendants merely imply the result they
17 want in order to support their interpretation of the Order. On the contrary, the Court
18 never made a finding on the issue of protected activity; it only *assumed* it.

19 Defendants claim Avid should not be allowed to use the "commercial activity"
20 exception to the Anti-SLAPP Statute because the Anti-SLAPP Motion was brought as
21 a Rule 12(b)(6) motion. They state that "there was absolutely no reason" and that "it
22 would have been improper" for the Court to even consider Avid's commercial activity
23 exception argument because it would have required the Court to look beyond the
24 pleadings. (Opp., 11:20-12:2.) This extreme position should be rejected: it urges a
25 rule of law where Defendants can eliminate the entire "commercial activity" exception
26 of the Anti-SLAPP Statute simply by claiming their motion is akin to a Rule 12(b)(6)
27 motion. That is not how the law works. The Anti-SLAPP Statute applies only where
28 protected activity is at stake and only if the commercial activity exception does not

1 apply. Avid raised the arguments and the Court addressed neither; nor did the Court
2 state whether it was applying a Rule 12(b)(6) or Rule 56 standard to the commercial
3 activity exception. Further, the Order actually cited to facts in the record (*see, e.g.*,
4 Order, DE 98, 2: 11-24), thus creating an ambiguity with respect to which standard
5 applied. The Court also did not address whether Avid should be granted leave to
6 amend.

7 Defendants also maintain that the Court properly did not address Avid's Rule
8 56(d) Request, because the Anti-SLAPP Motion was akin to a Rule 12(b)(6) Motion
9 and thus the Rule 56(d) Request was moot. (Opp., 12:10-19.) There is no dispute that
10 the Rule 56(d) Request sought discovery of facts relating to the "commercial activity"
11 exception. Thus, like Defendants' previous argument, this interpretation of the Order
12 is contrary to Ninth Circuit law, because it assumes a rule where a defendant can self-
13 style its Anti-SLAPP motion as a Rule 12(b)(6) and then deprive a plaintiff of its right
14 to amend its complaint *and* to present evidence to address the "commercial activity"
15 exception. Because the Order did not grant Avid leave to amend to allege facts that
16 would satisfy the "commercial activity" exception *or* address Avid's Rule 56(d)
17 request, a reasonable interpretation of the Order is that the Anti-SLAPP Motion was
18 not granted. Significantly, *Rogers v. Home Shopping Network*, 57 F.Supp.2d 973
19 (C.D. Cal. 1999), relied upon by Defendants, supports this interpretation, because there
20 the court stated that where an Anti-SLAPP motion is brought as a Rule 12(b)(6)
21 motion, the complaint must be read liberally "and that a dismissal generally be with
22 leave to amend." *Id.* at 982.¹

23 Defendants also claim that the Order dismissed the Declaratory Relief claim
24 pursuant to the Anti-SLAPP Motion based on the Court's statement that all Rule
25 12(b)(6) arguments apply equally to the Anti-SLAPP Motion and that "the outcome
26 would be the same as under the Rule 12(b)(6) analysis." (Opp., 13:2-9.) As explained
27

28 ¹ *Rogers* also noted that where the Anti-SLAPP statute and well-settled Federal policy
liberally granting the right to amend are in conflict, Federal policy governs. *Id.* at n. 4.

1 above, however, there were arguments applicable to the Anti-SLAPP Motion that were
2 not applicable to the Motion to Dismiss, including the issue of “protected activity.”
3 Further, because the Order did not address the Declaratory Relief claim in its analysis
4 of the Anti-SLAPP Motion, or rule on the issue of “protected activity”, it is likely the
5 Anti-SLAPP Motion was not granted as to that claim.

6 **VI. AVID’S REQUEST FOR CLARIFICATION SHOULD BE GRANTED**

7 When addressing the Anti-SLAPP Statute, the Order only *assumed* that the
8 Statute applied to Avid’s claims. Defendants do not, and cannot, reconcile that use of
9 such language in an order conveys that a specific holding is not being made. Nor can
10 Defendants reconcile the fact that the Order simply does not address issues that the
11 Court likely would have addressed if it were granting Defendants’ Anti-SLAPP
12 Motion. For that reason, the title and concluding sentence of the Order ought to be
13 clarified to reflect that the Anti-SLAPP Motion was not granted.

14 **VII. AVID’S REQUEST FOR RELIEF UNDER RULE 60(b) IS PROPER**

15 Defendants ignore entirely the fact that Avid is entitled to request relief under
16 Rule 60(b), which allows the court to relieve a party on any just terms that justify the
17 requested relief. Such request is independent of a request for reconsideration pursuant
18 to Local Rule 7-18. *See Hinton v. Pacific Enterprises*, 5 F.3d 391 (9th Cir. 1993).
19 Accordingly, to the extent the Court finds the relief requested justified, Rule 60(b)
20 provides the mechanism for such grant.

21 **VIII. AVID’S REQUEST FOR RECONSIDERATION IS PROPER**

22 Defendants argue that Avid’s motion is improper under Local Rule 7-18,
23 because that rule prohibits the repeating of any argument previously made. However,
24 section (c) of that Rule states expressly that such motion may be made on the grounds
25 of a showing of a failure to consider material facts presented to the Court before the
26 decision. If section (c) of the Rule has any meaning, a litigant must inform the Court
27 of the facts that were previously submitted but not considered by the court; otherwise,
28 there would be no way to bring a motion pursuant to section (c). And, as Avid pointed

1 out in its moving papers, the Order did not consider the following: (1) whether the
2 breach of contract claim was dismissed pursuant to the Motion to Strike; (2) whether
3 Defendants met their burden of proving the speech at issue was “protected activity”
4 under the Anti-SLAPP Statute; (3) whether the “commercial activity” exception to the
5 Anti-SLAPP Statute applies; (4) whether a Rule 56 standard or a Rule 12(b)(6)
6 standard applied to the speech at issue in the defamation claim, and the corresponding
7 issues of whether Avid’s presentation of facts in support of the exception were enough
8 or whether leave to amend should be granted; and, (5) whether Avid’s Rule 56(d)
9 Request possesses merit.

10 **IX. CONCLUSION**

11 In light of the foregoing, Avid respectfully requests that the Court grant its
12 Motion.

13
14 K&L GATES LLP

15 Dated: December 16, 2013

16 By: /s/

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